



AN ASSOCIATION OF ATTORNEYS

Bradford Baugh*
Leah Mosleh Amini

ATTORNEY-CLIENT FEE AGREEMENT

This is an agreement by which [REDACTED], "the client", hires Bradford Baugh, Baugh & Amini, an Association of Attorneys, "attorney" to provide legal services relating to dissolution of the client's marriage, and by which attorney agrees to provide those services on the following terms:

This agreement covers services through the Final Judgement of Dissolution of marriage, unless the client discharges the attorney, the attorney withdraws, or the client and attorney enter into a separate agreement for additional services. The client may discharge the attorney at any time but shall be liable to pay the attorney for expenses incurred, and for the fee set forth herein for services rendered to the time the client notifies the attorney of the discharge. The attorney may withdraw, or end his/her obligation to provide service by giving reasonable notice to the client. After Judgment we will not represent you on appeal.

The fee agreement will work as follows:

1. This agreement will not take effect and I will have no obligation to provide legal services until you return a signed copy of this agreement and pay the initial retainer called for under paragraph 4.

2. Client acknowledges that he/she has been told in advance that it is impossible for attorneys to determine how much their fee will be or how much must be paid in costs. A dissolution proceeding may become more complicated than it first appears, and the time and effort spent will depend in part on the cooperation that you and your spouse give.

3. You agree to be truthful with me, to cooperate, to keep me informed of developments, to abide by this agreement, to pay my bills on time and to keep me advised of your address, telephone number and whereabouts.

4. You are asked to pay a "retainer" at the beginning of this case. Of that

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amount, attorneys will withdraw such sums as are necessary to cover costs and fees as billed on a monthly basis as they are actually incurred. It is probable, or at least possible, that the total bills to you for attorney's fees and costs will exceed the amount of the retainer. You will be sent monthly statements showing attorney's charges and costs for those periods. As the case progresses, if it appears that charges will exceed the remainder of the retainer, you will be required at the attorney's discretion, to make additional payments to the retainer or to pay charges before they are incurred. Interest may be charged on balances remaining unpaid on any bill for more than 30 days at the rate of 12% per annum.

It is the obligation of the client to maintain \$ 1000 in the trust account at all times. Each invoice will show the balance that needs to be made up. FAILURE TO MAINTAIN THE AMOUNT IN THE TRUST ACCOUNT WITHIN 20 DAYS OF BILLING OR TRIAL DEPOSIT (see below) WILL BE GROUNDS FOR ATTORNEYS TO WITHDRAW FROM REPRESENTATION.

You agree to pay all deposits after the initial deposit within 10 days of my demand. Any unused deposit at the conclusion of my services will be refunded.

At least 45 days before the date set for trial on any issue, whether custody or property division and support, an additional \$ 25,000 (total deposit \$ 35,000) will be required to be put in the trust account to cover expected fees.

5. Client further acknowledges that attorney may demand a retainer fee for the payment of independent professional services by other persons who will bill the client directly. Attorneys are under no obligation to hire any experts without advance payment by the client.

6. You agree to pay by the hour at my prevailing rates for time spent on your matter by any of my legal personnel. My current hourly rate and the current hourly rates for my legal staff (and other billing rates) are set forth on the attached Rate Schedule. The Rate Schedule also provides for periodic increases.

You have been advised that I have the right to determine if an associate will represent you in any stage of your proceeding. You do not have the right to demand that a specific attorney will work exclusively on your file.

I will charge you for the time I spend on telephone calls or emails relating to your matter, including calls with you, opposing counsel, or court personnel. The legal personnel assigned to your matter will confer among themselves about the matter, as required. When they do confer, each person will charge for the time expended. Likewise, if more than one of my legal staff attends a meeting, court hearing, or other proceeding, each will charge for the time spent. I will charge for waiting time in court and elsewhere, and for travel time to and from such appearances.

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7. (a) General Expenses. I will incur various costs and expenses in performing legal services under this agreement. You agree to pay for those costs and expenses in addition to the hourly fees. The costs and expenses commonly include process server's fees, fees fixed by law or assessed by courts and other agencies, court reporters' fees, long distance phone calls, messenger and other delivery fees, postage, parking and other local travel expenses, photocopying and other reproduction costs, clerical staff overtime, word processing charges, charges for computer time and other similar items. Except for the items listed on the Rate Schedule, all costs and expenses will be charged at my cost.

(b) Out of Town Travel. You agree to pay transportation, meals, lodging and all other costs of any necessary out of town travel by my personnel. You will also be charged the hourly rates for the time legal personnel spend traveling.

(c) Experts, Consultants and Investigators. To aid in the preparation or presentation of your case, it may become necessary to hire expert witnesses, consultants, or investigators. I will not hire such persons unless you agree to pay their fees and charges and deposit those sums in advance of hiring. I will select any expert witnesses, consultants or investigators to be hired. If it is necessary or useful to employ expert witnesses such as accountants, appraisers, etcetera, I have the right to demand that client enter into a direct contract with these persons to enable them to be billed directly.

8. I will send you periodic statements for fees and costs incurred. Each statement will be due within 21 days of its date. You may request a statement at intervals of no less than 30 days. If you do, I will provide one within 10 days.

9. You hereby grant me a lien on any and all claims or causes of action that are the subject of my representation under this agreement. The lien will be for any sums owing to me at the conclusion of my services. The lien will attach to any recovery you may obtain, whether by arbitration award, judgment, settlement, or otherwise.

10. Email - Email is a highly insecure form of communication. Recent case law has held employers have the right to access any employee emails on the employer's email system, including attorney client emails. You should check with your employer about their policy and you may want to consider a personal email (gmail; yahoo; aol) account.

11. (a) Fee Dispute – Binding Arbitration. If there is a disagreement between client and attorney regarding the payment of the fee, the parties consent to submit the issue to binding arbitration in accordance with California Code of Civil Procedure section 1280, et. seq.

(b). Negligence. If there is a claim of negligence or any dispute directly or indirectly arising out of or related to attorneys performance of any duty to client, or any part of that duty, the parties agree the claim shall be submitted to binding

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arbitration by an arbitrator or arbitrators agreed upon by the parties, or if the parties cannot agree, as selected by the Judge of the Superior Court of California, County of Santa Clara. Both parties understand they have a right to a jury trial and are forfeiting that right by this provision. Both parties understand this agreement also forfeits the right to an appeal and both parties also give up that right, understand they are bound by the decision in arbitration. The parties initials indicated they have read and agreed to this provision.

[REDACTED]
(Initials)

12. Client acknowledges and understands that this fee agreement is not binding on any work done for post dissolution motions. Client also acknowledges receipt of the "Suggestions for Reducing Fees"

13. Nothing in this agreement and nothing in my statement to you will be construed as a promise or guarantee about the outcome of your matter. I make no such promises or guarantees. My comments about the outcome of your matter are expressions of my opinion only.

14. You have been advised that throughout this case you should keep a rein on your emotions, and make sure that the fees being incurred are worth the result being received. Since only you are the determiner of what is satisfactory or not, it is important that you fulfill your obligation to keep an eye on this at all times and communicate quickly if you want something not to be done.

15. Because of the importance of paying your fees promptly, you have given me a signed Substitution of Attorney. We agree that should you become past due on the payment of your obligations, I have the right to complete the Substitution of Attorney and file it, after giving you 15 days written notice.

16. You understand that retirement of Bradford Baugh from law practice will require you to get a new attorney.

17. Your file will be destroyed seven years after it is closed by this office.

Client has read the above and has had it explained to him\her and acknowledges his\her agreement to the same by his\her signature below.

Date: [REDACTED]

By [REDACTED]